

END USER LICENSE AGREEMENT

[Last Amended: January 2021]

This End User License Agreement (“**EULA**”) governs your engagement with Radix Technologies Ltd. (“**Radix**”, “**we**” “**our**”), with respect to the usage of Radix’ hardware, software, mobile app, Chrome extension and other proprietary technology, as well as all features available therein (“**Product**”).

This EULA is a legally binding and an enforceable agreement between you (“**End-User**” or “**you**”) and Radix. End-User and Radix shall each be referred to herein as a “**party**” and collectively as the “**parties**”.

ACCEPTANCE OF THE TERMS: BY REGISTERING TO USE THE PRODUCT, OR BY OTHERWISE USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS EULA. YOU AGREE TO BE BOUND BY THIS EULA AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE PRODUCT. IF YOU DO NOT AGREE TO ALL OR PART OF THIS EULA PLEASE DO NOT REGISTER, OR USE THE PRODUCT OR ITS FEATURES IN ANY MANNER.

1. REGISTRATION AND ACCOUNT

- 1.1. In order to use the Product, you must first open an account register and create an account or in some cases that an account (“**Account**”) will be created to you by our customer which has purchased our Product and engage with you through our Products (“**Customer**”). As part of the registration process, you will be requested to provide a personal user name and password, your name, a valid email address. Once the registration process is complete you will receive a registration confirmation email. You hereby represent and warrant that you will provide accurate and complete information in connection with your Account. Radix reserves the right to suspend or terminate the Account in the event that you have provided it with any untrue or inaccurate information. You alone will be fully responsible to maintain the confidentiality of your password and username for your Account and for all activities in connection with the Account, whether done by you or on your behalf. Any unauthorized use or access to the Account or the Product must be immediately reported to the Company. You may not assign or transfer your rights under the Account, including your user name and password, without the prior written consent of the Company.
- 1.2. The Company will store, process and use the information you provide during the registration process and via your Account, in accordance with our privacy policy which can be found here: <https://www.radix-int.com/privacy-policy/>. It is important to note that, we may use your email address that you provided us during the registration process for the purpose of sending you marketing messages and materials as well as operational messages. You may update and revise some of the information that is included in your Account.

2. SCOPE OF SERVICE

- 2.1. Our Product functionality is designed to enable device management solutions (MDM/EMM), focusing on education, VR/AR and enterprise single-purpose. Our Product shall include
 - 2.1.1. All of the products available in our website including and limited to: the VISO MDM; VISO MDM for Education; VISO Classroom Management; VISO Single Purpose Device

Management; VISO Interactive Touchscreen Management; VISO VR Command Center & MDM

- 2.1.2. VISO TeacherView platform - A cloud-based distance learning platform, combining classroom management and video conferencing capabilities with easy one-click access that is built to scale. Allow to teach and to learn remotely and have the same seamless experience of a traditional physical classroom environment virtually;
- 2.1.3. VISO TeacherView Chrome extension - an [extension](#) to Chrome browser which provide with cloud-based classroom management solution. Using the extension will allow the users to share screen, video camera and whiteboard in lecturer mode or group collaboration, remotely monitor, view students screen thumbnails, control, assist and engage with students in real-time; and
- 2.1.4. VISO Android TV Device Management & MDM App - an application for android operation system cell phones which allow administrator to remote control, assist, manage, maintain, configure, track and lock the devices through a single interface

The features that are available through the Product, including the number of variables you may input, depends on the applicable Product the Customer or you purchased.

- 2.2. Subject to the terms herein, once you have completed the registration process, you will be provided with access to the Product, that may include, a “free”, “basic” or “pro” features and versions, as may be determined and offered by Radix from time to time, subject to its sole discretion. A description of the various features included in each of the Product can be found in our [website](#).
- 2.3. Subject to the terms herein, Radix hereby grants you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to use the Product, solely during the Term (as defined below) and solely for the purpose set forth herein (“**License**”).
- 2.4. Radix, at its sole discretion, is entitled to: (i) determine the features, settings, or other tools which are available as a part of the Product; (ii) modify, correct, amend, update, upgrade, enhance, improve, remove, replace or make any other changes to, or discontinue, or cease, temporarily or permanently, any features or functionalities of the Product; and (iii) modify and renew the license under any of the circumstances listed in (ii) above, without incurring any liability to you.

3. LICENSE RESTRICTIONS

- 3.1. You hereby undertake that you will not, and not allow others to: (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share the License granted or any rights under this EULA with any third party except as permitted hereunder; (ii) disassemble, decompile, reverse engineer or attempt to discover the Product’s source code or underlying algorithms; (iii) upload invalid data, viruses, worms, malicious code or other software agents through the Product; (iv) interfere with the proper working or security measures of the Product; (v) bypass the measures Radix may use to prevent or restrict access to the Product; (vi) use the Product for any illegal or unauthorized purpose, or that could give rise to any civil liability or other lawsuit; (vii) modify the Product, or insert any code or product, or in any other way manipulate the Product in any way or create any derivative works from the Product; or (viii) use the Product in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights.

3.2. Your failure to comply with the provisions set forth above may result in, at Radix' sole discretion, the termination or suspension of access to the Product as well as the immediate termination of this EULA, without derogating from any other remedy Radix may be entitled to under this EULA or any applicable law.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the full legal authority to enter into and be bound by this EULA and that it has no contractual and/or other hindrance to enter into this EULA and to take upon itself to perform all of its undertakings hereunder.

5. TERM AND TERMINATION

5.1. This EULA shall commence on the date you have accepted its terms by subscribing to use the Product, and shall thereafter continue in accordance with the terms of the Product that you have registered for (each a "**Term**"). Some of the Product allow for the Customer to end the Term early by providing Radix, in case that you are an End-User of a Customer that terminated his engagement with us and will be able to use or access the Product, such termination will cause the termination of your usage of the Product.

5.2. Upon the expiration or termination of this EULA all rights and licenses granted under this EULA shall immediately terminate and you shall cease your use of the Product. All sections detailed herein which by their nature are intended to survive termination, shall survive termination or expiration for any reason.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Intellectual Property Rights and all other rights, title and interest of any nature in and to the Product or any related documentation made available by or on behalf of Radix hereunder (including all modifications, enhancements, upgrades, customizations and derivative works thereof) are and shall remain the exclusive property of Radix and its licensors. For the purpose of this Agreement "**Intellectual Property Rights**" shall mean all intellectual property rights of every kind and description, including without limitation: (i) rights in or to trademarks and service marks (whether or not registered), trade names and other designations of source of origin, together with all goodwill related to the foregoing, (ii) patents and patent applications, (iii) rights in or to copyrights, whether or not registered, (iv) rights in or to trade secrets and confidential information, including without limitation know-how, technology methods, ideas and inventions, (v) rights in software and computer code (whether in source code, object code or any other form) and (vi) all applications and registrations of any of the foregoing.

6.2. Nothing in this EULA shall be construed as transferring any right, title or interest to you or any third party, unless explicitly stated hereunder. Radix and its licensors reserve any and all rights not expressly granted in this EULA. The provisions of this section shall remain in full force and effect after termination or expiration of this EULA for whatever reason.

7. INDEMNIFICATION

You shall indemnify, defend and hold Radix harmless, and its respective affiliates, officers, directors, shareholders, or representatives ("**Indemnified Parties**") from any and all demands, judgments, awards, losses, damages, expenses, claims and liabilities, and all related costs, including reasonable legal fees ("**Liabilities**") incurred by the Indemnified Parties as a result of or arising out of a third party claim in connection with a breach of this EULA; (ii) your gross negligence, willful misconduct or

fraud, or that of your employees', agents', or subcontractors'; and (iii) any breach or violation of applicable law by you.

8. LIMITATION OF LIABILITY AND DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND ANY RELATED DOCUMENTATION, SOFTWARE OR COMPONENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND.

RADIX DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION NOR DOES IT EXTEND ANY WARRANTY OF ANY KIND, WITH RESPECT TO THE PRODUCT OR THE RESULTS, OUTPUTS, SCENARIOS, CALCULATIONS, CONCLUSIONS, ETC., OBTAINED THROUGH THE PRODUCT ("OUTPUTS"), INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, TIMELINESS, COMPLETENESS, OR INFORMATIONAL CONTENT. RADIX WILL HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY OUTPUTS OR INFORMATION DISPLAYED IN OR AVAILABLE THROUGH THE PRODUCT. CUSTOMER'S AND END USER'S USE OF OR RELIANCE ON ANY OUTPUTS SHALL BE DONE SOLELY AT THE CUSTOMER'S AND END USER'S OWN RISK.

RADIX ASSUMES NO RESPONSIBILITY OR LIABILITY FOR: (I) ANY UNAUTHORIZED ACCESS TO OR USE OF THE ACCOUNT; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PRODUCT; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PRODUCT; AND (IV) ANY LOSS OF DATA. IN NO EVENT SHALL RADIX BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF THE PRODUCT, EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RADIX' MAXIMUM AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS EULA AND USE OF THE PRODUCT SHALL NOT EXCEED US\$100.

9. CONFIDENTIALITY

In the context of the relationship under this EULA, either party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain confidential information regarding its technology and business ("**Confidential Information**"). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its use or provision of the Product. Confidential Information shall not include information that Receiving Party can show: (i) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information; (ii) was received by Receiving Party from any third party without restrictions; (iii) is publicly and generally available, free of confidentiality restrictions; or (iv) is required to be disclosed by law, regulation or is requested in the context of a law enforcement investigation, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees and contractors with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. The non-disclosure and non-use obligations set forth in this Section 10 shall survive the termination or expiration of this EULA for a period of 3 years.

10. AMENDMENTS

Radix reserves the right to modify, correct, or amend this EULA at any time. The most current version of this EULA will always be displayed on Radix' website and any changes will be indicated under the "Last Amended" date above. It is your responsibility to ensure that you are familiar with the most current version of this EULA. Your continued use of the Product following the publication by Radix of an amended version of this EULA shall constitute your express agreement to be bound by the amended EULA. Radix may provide you with a written notification or display a notice on its website, all at its sole discretion, in the event that a material change was made.

11. MISCELLANEOUS

- 11.1. Governing Law and Jurisdiction. This EULA and any claim, controversy, or dispute arising out of, related to, or otherwise in connection with this EULA shall be interpreted, construed, and enforced in accordance with the laws of the state of Israel, applied without giving effect to any conflicts of law principles. The parties agree that any lawsuit that may be brought with respect to this EULA shall be brought and tried exclusively in the competent courts located within the state of Israel.
- 11.2. Relationship of the Parties. Each party hereunder is considered an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, fiduciary or agency relationship between the parties for any purpose.
- 11.3. Assignment. This EULA may not be assigned or transferred by you without Radix' prior written consent.
- 11.4. Force Majeure. Neither party shall be liable for any delay or failure to perform if and to the extent that such delay or failure to perform is caused or otherwise brought about by circumstances beyond the non-performing Party's reasonable control, including strikes, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, terrorism, Acts of God (including a pandemic), and/or inclement weather, which the non-performing party is unable to prevent by the exercise of reasonable due diligence, and provided that the non-performing party uses its best efforts to overcome any such circumstances.
- 11.5. Entire Agreement. This EULA, including all exhibits hereto and any links included herein, contains the entire agreement of the parties, and supersedes any prior oral or written agreements or understanding between the parties. In case you are partner with us we will enter with applicable agreements which further establish our relationship.
- 11.6. Severability. Should any one or more of the provisions of this EULA be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this EULA shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 11.7. Waiver. Any delay or omission by either party to exercise any right under this EULA shall not be construed to be a waiver of such right. A waiver by either party of any of the performance provisions of this EULA shall not be construed to be a waiver of any succeeding performance or breach.